



RECEIVED

BellSouth Telecommunications, Inc.

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Guy M. Hicks

General Counsel

*03 JAN 29 PM 8:00

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January 27, 2003

TN REGULATORY AUTHORITY
DOCKET ROOM

VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ITC^DeltaCom Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-00074

Dear Chairman Kyle:

ITC^DeltaCom Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated April 24, 2001. The first Amendment adds Port USOCs and the second Amendment extends the term of the Agreement and adds SS7 B-links Bill and Keep..

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

Enclosure

cc: ITC^DeltaCom, Senior Manager – Industry Relations
ITC^DeltaCom, Director-Regulatory Affairs

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ITC^DeltaCom Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND ITC^DELTA COM COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated April 24, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, ITC^DeltaCom and BellSouth state the following:

1. ITC^DeltaCom and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to ITC^DeltaCom. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on June 26, 2001.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment adds Port USOCs and the second Amendment extends the term of the Agreement and adds SS7 B-links Bill and Keep.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, ITC^DeltaCom and BellSouth are submitting their Amendments to the TRA for its consideration

and approval. The Amendments provide that either or both of the parties is authorized to submit these Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and ITC^DeltaCom within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. ITC^DeltaCom and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

ITC^DeltaCom and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 28th day of Jan, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

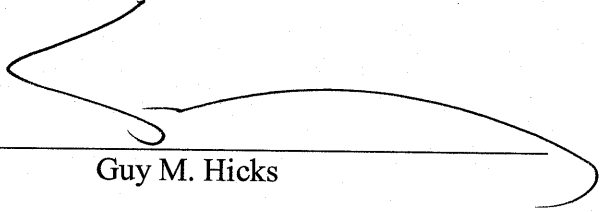
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail, on the 28th day of January, 2003:

ITC^DeltaCom
Senior Manager – Industry Relations
1530 DeltaCom Drive
P.O. Box 787
Anniston, AL 36202

ITC^DeltaCom Communications, Inc.
Director-Regulatory Affairs
4092 S. Memorial Parkway
Huntsville, AL 35802



Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ITC^DELTACOM COMMUNICATIONS, INC. d/b/a ITC^DELTACOM
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 24, 2001**

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom, ("ITC^DeltaCom") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 24, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and ITC^DeltaCom entered into the Agreement on April 24, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add to the rates in Attachment 11, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated April 24, 2001, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. Neither party waives any right to seek clarification from the Commission regarding retroactive application of the rates contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom

By: 

Name: JERRY WATTS

Title: VICE PRESIDENT

Date: 9-19-02

BellSouth Telecommunications, Inc.

By: 

Name: Elizabeth P. A. Shinnish

Title: Assistant Director

Date: 09-20-02

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)						Attachment: 11																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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UNBUNDLED NETWORK ELEMENTS - Tennessee														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)						Attachment: 11			
					Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l					
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)	2-Wire Voice Grade Line Port (Res)													
	Tennessee Area Plus Port without Caller ID capability		UEPRX	UEPRR	14.00	90.00	90.00					30.89	7.03	
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPRX	UEPWN	14.00	90.00	90.00					30.89	7.03	
	Low Usage Line Port without Caller ID capability		UEPRX	UEPRT	14.00	90.00	90.00					30.89	7.03	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)	2-Wire Voice Grade Line Port (Bus)													
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPBX	UEPWO	14.00	90.00	90.00					30.89	7.03	
	Tennessee (BUS) Inward Collierville and Memphis Local Calling Plan		UEPBX	UEPB2	14.00	90.00	90.00					30.89	7.03	
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan		UEPBX	UEPB3	14.00	90.00	90.00					30.89	7.03	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)	Incoming Only without Caller ID capability		UEPBX	UEPBE	14.00	90.00	90.00					30.89	7.03	
	2-Wire Voice Grade Line Port Rates (BUS - PBX)													
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan		UEPBX	UEPA6	14.00	90.00	90.00					30.89	7.03	
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan		UEPBX	UEPA7	14.00	90.00	90.00					30.89	7.03	

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ITC^DELTACOM COMMUNICATIONS, INC. d/b/a ITC^DELTACOM
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 24, 2001**

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom, ("ITC^DeltaCom") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 24, 2001 ("Agreement") shall be deemed effective December 31, 2002.

WHEREAS, BellSouth and ITC^DeltaCom entered into the Agreement on April 24, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties mutually agree to delete in its entirety Section 1.1, General Terms and Conditions of the Interconnection Agreement and replace with Section 1.1, incorporated herein as follows:

1.1 The term of this Agreement shall expire on June 30, 2003.

2. The Parties hereby mutually agree to amend Section 6.1.2 of Attachment 3 of the Interconnection Agreement to include the following rates, which shall be implemented on the dates as set forth below:

Effective:	Rate Applicable
01/01/03 - 06/13/03	\$0.001
06/14/03 - Expiration of Agreement	\$0.0007

3. The Parties hereby mutually agree to delete Section 4.5.1 of Attachment 3 of the Interconnection Agreement and replace with Section 4.5.1, incorporated herein as follows:

4.5.1 Where the interconnection is via B-link connections, charges for the SS7 interconnection elements (including port charges, SS7 Network Usage, and the SS7 link) shall be bill and keep.

4. The Parties hereby mutually agree to delete the rates associated with SS7 B-link port, link and usage from Table 1 of Attachment 11 and replace with the rates in Exhibit A attached hereto and incorporated herein by this reference.
5. All of the other provisions of the Agreement, dated April 24, 2001 as amended, shall remain in full force and effect.
6. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

ITC TN Amend Term & SS7

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom

By: Jerry Watts re with permission
Name: Jerry Watts

Title: Vice President, Regulatory

Date: 12-18-02

BellSouth Telecommunications, Inc.

By: Elizabeth R. A. Shiroishi
Name: Elizabeth R. A. Shiroishi

Title: Assistant Director, Interconnection Services

Date: 12-18-02

ITC TN Amend Term & SS7

EXHIBIT A

ITC TN Amend Term & SS7

3 of 4

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	DATE ELEMENTS	Zone	ECN	UDOC	PACES(9)				Sec Order Submittal Fee Monthly per LSP	Sec Order Submittal Fee Monthly per LSP	Attachment: 15				Table 1			
					Nonrecurrent	Fixed	Adm	First			ADT	First	ADT	Incremental Charge - Manual Sec Order vs. Electronic-Adm	Incremental Charge - Manual Sec Order vs. Electronic-Adm	Incremental Charge - Manual Sec Order vs. Electronic-Adm	Incremental Charge - Manual Sec Order vs. Electronic-Adm	
The "Zone" shown in the columns for manual-charge items or items as part of a combination refers to Geographically Disaggregated Unit Zones. To view Geographically Disaggregated Unit Zones Designations by C O, refer to Internet Website.																		
SIGNALING (CCS7)																		
	CCS7 Signaling Termination, Per A-Link, Per STP Port	UDN																
	CCS7 Signaling Termination, Per B-Link, Per STP Port	UDN																
	CCS7 Signaling Usage, Per A-Link, Per TCAp Message	UDN																
	CCS7 Signaling Usage, Per B-Link, Per TCAp Message	UDN																
	CCS7 Signaling Connection, Per Link (A Link)	UDN																
	CCS7 Signaling Connection, Per Link (B Link) (also known as D Link)	UDN																
	CCS7 Signaling Usage, Per A-Link RSLP Message	UDN																
	CCS7 Signaling Usage, Per B-Link RSLP Message	UDN																
	CCS7 Signaling Usage Surrogate, per link per LATA	UDN																
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP	UDN																